

CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
100 N COLLIER BLVD  
MARCO ISLAND FL 34145

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# TheZenith®

A FAIRFAX Company

Dear Policyholder,

Thank you for renewing your policy with Zenith Insurance Company. Florida state law requires employers to update the insurance coverage information on their Florida Posting Notice (the "Broken Arm" poster) each policy year. As a service to you, we have provided you a new poster prepopulated with your up-to-date policy information. Also included with this renewal packet is a copy of Employer Facts (DFS-F2-DWC-65/66), which contains important workers' compensation information for Florida employers.

Please note that the notice must be posted at all work locations in an area frequented by employees. If you need additional copies of the Florida Posting Notice or other workers' compensation forms, you can order them at no cost through your account on TheZenith.com. **If you don't have an online account, please visit [www.TheZenith.com/signup](http://www.TheZenith.com/signup).**

Thank you for continuing your patronage as a Zenith policyholder. We are committed to providing you the best possible service.

Sincerely,



John Weber  
Sr. Vice President & Regional Manager  
Zenith Insurance Company

**Note:** Florida Contracting Classification Premium Adjustment Program Workers Compensation Premium Credit application is attached. This credit is only available to policyholders that have one or more of the contracting class codes shown on page two of the application. If you are NOT engaged in operations reflected by an eligible class code please disregard the application.

FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM  
WORKERS COMPENSATION PREMIUM CREDIT APPLICATION

CRESCENT BEACH CONDOMINIUM ASSOCIATION., INC.  
100 N COLLIER BLVD  
MARCO ISLAND FL 34145

FLORIDA CONTRACTING CLASSIFICATION PREMIUM ADJUSTMENT PROGRAM  
WORKERS COMPENSATION PREMIUM CREDIT APPLICATION

The Florida Contracting Classification Premium Adjustment Program applies to qualifying employers that perform contracting operations.

A special premium calculation, which may result in a premium credit for you, will be based on average hourly pay rates for each classification of contracting operations. For your premium to be correctly established, please return the completed premium credit application, as set out on the reverse side of this letter, to:

National Council on Compensation Insurance (NCCI)  
Customer Service Center  
901 Peninsula Corporate Circle Boca Raton, FL 33487-1362  
customer\_service@ncci.com Fax: 561-893-1191

NCCI will advise us of any premium credit applicable.

If NCCI does not receive this application during the policy period or within three (3) years after the policy period ends, your premium calculation will not reflect any possible premium credit.

For each applicable classification (both contracting and noncontracting) covering your company's operations in the state of Florida, report the total Florida payroll (excluding overtime premium pay, pay in excess of the maximum individual payroll for executive officers, or pay in excess of the payroll amount charged to partners and sole proprietors as shown on the state rate pages, as well as the entire pay for any exempt sole proprietor, partner, or officer) and the corresponding total number of hours worked, *for the third calendar quarter (July, August, September) of the prior calendar year as reported to taxing authorities.*

- Note #1. If you did not perform contracting operations during the third quarter of the prior calendar year, the requested information to be provided must then be for the last complete calendar quarter before the effective date of your workers compensation policy.
- Note #2. If you are a new business, submit the requested information for the first complete calendar quarter following the effective date of your workers compensation policy, when available.
- Note #3. In the absence of specific records for salaried employees, assume that each individual worked 40 hours per week.
- Note #4. Employers: For state rate page information, please contact your insurance agent, insurance carrier, or representative.

Please preserve your payroll records that formed the basis for this declaration because we will be required to verify the reported information to apply any premium credit.

Thank you for your cooperation.

Sincerely,

TURN PAGE OVER FOR PREMIUM CREDIT APPLICATION

INSURED: \_\_\_\_\_

POLICY NO.: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

CARRIER NAME: \_\_\_\_\_

**Notice:** Unless code(s), total wages paid, total hours worked, and calendar quarter reported are indicated and the application is signed, it cannot be processed. **Contact your agent** if assistance is desired.

Is this a new business? No  Yes

If no, submit information for the **THIRD** calendar quarter (July, August, September) of the prior calendar year as reported to taxing authorities.

If yes, submit information for the **FIRST** complete calendar quarter following the effective date of your workers compensation policy.

The following is based on actual wages and hours worked, as reflected in our payroll records, for the complete calendar quarter ending \_\_\_\_\_.

“Contracting classifications” are those classifications subject to the following code numbers:

0042	5057	5222	5478	5610	6206	6306
0050	5059	5223	5479	5613	6213	6319
1322	5069	5348	5480	5645	6214	6325
2799	5102	5402	5491	5651	6216	6400
3365	5146	5403	5506	5703	6217	7538
3719	5160	5437	5507	5705	6229	7605
3724	5183	5443	5508	6004	6233	7855
3726	5188	5445	5509	6006F	6235	8227
5020	5190	5462	5535	6017	6236	9534
5022	5213	5472	5537	6018	6237	9554
5037	5215	5473	5551	6045	6251	
5040	5221	5474	5606	6204	6252	



CLASSIFICATION	CODE	TOTAL FLORIDA WAGES PAID <sup>1</sup>	TOTAL HOURS WORKED <sup>2</sup>
Example: Electrical Wiring	5190	\$8,000	520
Contracting Classifications:			
Noncontracting Classifications:			

<sup>1</sup> These figures are to exclude overtime premium pay (e.g., employee makes \$16/hour and is paid time and one-half, only report the payroll based on the \$16/hour), pay in excess of the maximum individual payroll for executive officers, or pay in excess of the payroll amount charged to partners and sole proprietors as shown on the state rate pages, as well as the entire pay for any exempt sole proprietor, partner, or officer. For each classification code, combine all wages for that code in a single entry. Employee names are not required. **Employers:** For state rate page information, please contact your insurance agent, insurance carrier, or representative.

<sup>2</sup> Including overtime hours.

Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s. 775.083, or s. 775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Florida Contracting Classification Premium Adjustment Program Workers Compensation Premium Credit Application, and that the facts stated in it are true.

Employer Name	Date	Officer/Owner Signature*
		Title

\* Application must be signed by an officer or owner.


00039 05 oz



CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
100 N COLLIER BLVD  
MARCO ISLAND, FL 34145


Insured Copy

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Renewal

Inception Date: 12/12/2021

stp

Policy Number: FSMG Z134660705

DIRECT BILL

Branch: 020

Agent Code: 094110A

Agent: GULFSHORE INSURANCE  
GULFSHORE INSURANCE  
4100 Goodlette Road  
Naples, FL 34103

Insured: CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
100 N COLLIER BLVD  
MARCO ISLAND FL 34145-3714

Insured Copy



Insured Copy



### Renewal Checklist

#### 1. Sign up to view your policy, billing, and claims information online, and for access to Zenith Solution Center®.

- As a Zenith policyholder, you get free, 24/7 access to view your policy, claims summary, payment, and billing information. You also get access to Zenith Solution Center with comprehensive risk management and safety resources specific to your industry, as well as training programs, compliance tools, Human Resources (HR) best practices, and more. To sign up for online access, including Zenith Solution Center, go to [TheZenith.com](http://TheZenith.com)®.

#### 2. Comply with state workers' compensation posting notice requirements.

- Display your state's workers' compensation posting notice in an area(s) frequented by employees. You can download or order state posting notices through Zenith Solution Center. See page two for a list of states with posting requirements.

#### 3. Review your workplace safety and health practices.

- Review your written safety, health, and wellness programs. If you do not have written programs, we offer templates and other resources through Zenith Solution Center.
- Take advantage of the wealth of training and resources available through Zenith Solution Center to help you foster a culture of safety in the workplace.
- If a workplace injury occurs, conduct an internal incident investigation to find out how the injury occurred. Log in to Zenith Solution Center to download an incident investigation report form.
- Check out the special discounts we've arranged for you with on safety and risk control-related products and services. Take advantage of these offers to help reduce claims and keep your employees safe at work.

#### 4. Proactively manage claims.

- Provide your employees with the name, phone number, and address of the medical provider and/or clinic you've chosen to treat workplace injuries or illnesses.
- Report a workplace injury to Zenith within 24 hours of notice. See below for instructions.
- Notify Zenith of the date of treatment, plus the name and address of the medical provider you referred your employee to within 24 hours.
- Check in once a week with injured employees to let them know you care, and to keep them connected to the workplace.
- Establish a return-to-work (RTW) program before an injury occurs. Log in to Zenith Solution Center to access RTW program resources, a comprehensive library of functional job descriptions, transitional work checklists, and examples.
- If you suspect fraud or abuse, contact our Special Investigation Unit at 866-296-4748. You can review the Red Flags on [TheZenith.com](http://TheZenith.com).

#### 5. Prepare for your final payroll audit.

- Begin organizing your payroll records for the expiring policy period including all payroll registers, individual earnings records, quarterly payroll tax returns, W-2's, 1099's, etc. Be sure to have payroll clearly segregated by class code in order to make the audit process easier. Depending on premium size you may receive a final audit payroll report to complete by mail or a physical visit by one of our premium auditors. To learn more about premium audit, visit [TheZenith.com](http://TheZenith.com).

### Report an Injury

Please have the following information available when you report a claim:

1. Your policy number
2. Description, date, and time of incident
3. Injured employee's name, address, Social Security number, date of hire, occupation, wages, and date of birth
4. If the employee received medical attention for the injury prior to your call, the name, address, and phone number of the medical provider

Report online: [TheZenith.com](http://TheZenith.com)

Report by phone: 800-440-5020

Report by email: [firstcallnewclaim@TheZenith.com](mailto:firstcallnewclaim@TheZenith.com)

Report by fax: 800-440-5022

**Be sure your employee gets medical treatment as soon as possible. To find a medical provider, visit [TheZenith.com](http://TheZenith.com).**

Review page two of this document for certain state-specific information

If you need assistance, contact Customer Service at 800-440-5020 or [CustomerService@TheZenith.com](mailto:CustomerService@TheZenith.com).



## California

- Display the double-sided posting notice, "Notice to Employees – Injuries Caused by Work," in all work locations frequented by employees. If you have Spanish-speaking employees, display the notice in Spanish.
- Provide new employees with a copy of the California Time of Hire Notice. Enter your policy expiration date on page three of the notice before distributing.
- When an employee reports a work-related injury or illness, give them a copy of the Time of Injury Notice with a copy of the California DWC-1 form within 24 hours.

## Georgia

- Display the panel of medical providers sent to you by Zenith.

## Florida

- Display the Florida posting notice with the up-to-date policy information. Zenith will send you this notice each year upon policy renewal.
- Contact Zenith's Safety & Health team for information about the safety program premium credit available for Florida policyholders.
- Conduct post-accident drug testing if a workplace injury occurs and you have a drug-free workplace program.

## Maryland

- Maryland requires the state posting notice be printed on 8.5" x 14" yellow or goldenrod colored paper. If you are unable to print the posting notice according to this requirement, order copies through Zenith Solution Center.

## Mississippi

- Provide employees hired within the last year a copy of the Mississippi Workers' Compensation Commission Employee Facts, which explains employee rights under the workers' compensation law. A copy of this form is included in the Mississippi Kit that can be downloaded or ordered from Zenith Solution Center.
- Optional: If you haven't already, consider implementing a drug and alcohol testing policy. You may qualify for a premium discount if your policy complies with specific laws and regulations. A copy of the Notice Concerning the 1997 Drug-Free Workplace WC Premium Reduction Acts included in the Mississippi Kit that can be downloaded or ordered from Zenith Solution Center.

## New Jersey

- Provide all new employees with a copy of your designated workers' compensation provider panel.

## Pennsylvania

- Provide all new employees with a copy of your designated workers' compensation provider panel and secure a signed employee acknowledgment form.
- Provide all new employees with the Workers' Compensation Information Notice. You may reproduce this or place the content on your own letterhead. Note: The form is double-sided. A copy of this letter is included in the Pennsylvania Kit that you can download from Zenith Solution Center.

## Texas

### **Zenith Healthcare Network (ZHCN) participants:**

- Provide all new employees with a copy of the Notice of Network Requirements (NONR) packet within three days of being hired, and document your delivery date and method.
- Provide injured employees with the ZHCN NONR and the Texas DWC-1 form within 24 hours.
- If a workplace injury occurs, authorize medical treatment for with a ZHCN provider within 24 hours.

### States Requiring Posting Notices

Alabama	Mississippi
Alaska	Missouri
Arizona	Montana
Arkansas	Nevada
California	New Jersey
Colorado	New Mexico
Connecticut	New York
Delaware	North Carolina
Florida	Oklahoma
Georgia*	Oregon*
Hawaii	Pennsylvania
Idaho	Rhode Island
Illinois	South Carolina
Indiana	South Dakota
Kansas	Tennessee
Kentucky	Texas
Louisiana	Utah
Maine	Vermont
Maryland	Virginia
Massachusetts	Washington DC
Minnesota	West Virginia

**\*Note:**

The Georgia posting notice is issued separately by Zenith and lists medical providers in your area.

The Oregon posting notice is issued separately from the Oregon Workers' Compensation Division.

### Questions?

Call Customer Service at  
800-440-5020, or email  
CustomerService@  
TheZenith.com

# WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

**TheZenith**

Zenith Insurance Company  
A Stock Insurance Company  
Corporate Offices  
Woodland Hills, California

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

## GENERAL SECTION

### A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the Insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

### B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

### C. Workers' Compensation Law

Workers' Compensation Law means the workers' or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers' or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

### D. State

State means any state of the United States of America, and the District of Columbia.

### E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

## PART ONE – WORKERS' COMPENSATION INSURANCE

### A. How This Insurance Applies

This Workers' Compensation Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

### B. We Will Pay

We will pay promptly when due the benefits required of you by the workers' compensation law.

### We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable

by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

### D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.



**E. Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

**F. Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers' compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers' compensation law.

If we make any payments in excess of the benefits regularly provided by the workers' compensation law on your behalf, you will reimburse us promptly.

**G. Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

**H. Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have not of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers' compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers' compensation law that apply to:
  - a. benefits payable by this insurance;
  - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers' compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

**PART TWO – EMPLOYERS' LIABILITY INSURANCE**

**A. How This Insurance Applies**

This Employers' Liability Insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

**B. We Will Pay**

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers' Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. for care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed

against you in a capacity other than as employer.

### Exclusion

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 USC Sections 1331 et seq.), the Defense Base Act (42 USC Sections 1651-1654), the Federal Mine Safety and Health Act (30 USC Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or

regulations issued thereunder, and any amendments to those laws.

### D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

### E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

### F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

### G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by



disease-each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

#### H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to

help us enforce them.

#### I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. you have complied with all the terms of this policy; and
2. the amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

### PART THREE – OTHER STATES INSURANCE

#### A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers' compensation law of that state if we are not

permitted to pay the benefits directly to persons entitled to them.

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

#### B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

### PART FOUR – YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers' compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

### PART FIVE – PREMIUM

#### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

#### B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These

#### C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis

includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers' Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers' compensation obligations.

**D. Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers' compensation law is not valid.

**E. Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final premium will not be less than the minimum premium.

**F. Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

**G. Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

## PART SIX - CONDITIONS

**A. Inspection**

We have the right, but are not obliged, to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

**B. Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

**Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent. If you die and we

receive notice within thirty days after your death, we will cover your legal representative as insured.

**D. Cancellation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflicts with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

**E. Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of



cancelation.

|

IN WITNESS WHEREOF, THE INSURER NAMED ON THE INFORMATION PAGE has caused this policy to be signed by its President and Secretary.



SECRETARY



PRESIDENT

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# IMPORTANT REMINDER

Dear Policyholder:

It is imperative that you notify your agent IMMEDIATELY when you hire employees and/or begin operations in any state not listed in PART 3.A. on the INFORMATION PAGE of your policy.

Failure to comply with statutory requirements in many states may result in substantial fines to you.

**ZENITH INSURANCE COMPANY AND ITS AFFILIATES WILL NOT BE RESPONSIBLE FOR ANY FINES ASSOCIATED WITH YOUR FAILURE TO SECURE COVERAGE FOR STATES NOT LISTED IN PART 3.A. ON THE INFORMATION PAGE OF YOUR POLICY.**

Please contact your agent immediately with any questions.

Thank you. We appreciate your cooperation.



**TheZenith®**

Zenith Insurance Company/ZNAT Insurance Company corporate office: 21255 Califa St., Woodland Hills, CA 91367.  
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**Insured Copy**

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## IMPORTANT REMINDER

Dear Policyholder:

As outlined in your workers' compensation policy if you cancel the policy, then final premium, unless our filed manuals indicate otherwise, will be more than pro-rata. It will be based on the time this policy was in force and increased by our filed short-rate cancellation table and procedures. An example of a short-rate cancellation table is shown below. Final premium will not be less than the minimum premium

Short Rate Cancellation Table

Short Rate Cancellation Table FOR TERM OF ONE YEAR					
Days Policy In Force	Percent of One Year Premium	Days Policy In Force	Percent of One Year Premium	Days Policy In Force	Percent of One Year Premium
1	5%	95-98	37%	219-223	69%
2	6%	99-102	38%	224-228	70%
3-4	7%	103-105	39%	229-232	71%
5-6	8%	106-109	40%	233-237	72%
7-8	9%	110-113	41%	238-241	73%
9-10	10%	114-116	42%	242-246 (8 mos.)	74%
11-12	11%	117-120	43%	247-250	75%
13-14	12%	121-124 (4 mos.)	44%	251-255	76%
15-16	13%	125-127	45%	256-260	77%
17-18	14%	128-131	46%	261-264	78%
19-20	15%	132-135	47%	265-269	79%
21-22	16%	136-138	48%	270-273 (9 mos.)	80%
23-25	17%	139-142	49%	274-278	81%
26-29	18%	143-146	50%	279-282	82%
30-32 (1 mo.)	19%	147-149	51%	283-287	83%
33-36	20%	150-153 (5 mos.)	52%	288-291	84%
37-40	21%	154-156	53%	292-296	85%
41-43	22%	157-160	54%	297-301	86%
44-47	23%	161-164	55%	302-305 (10 mos.)	87%
48-51	24%	165-167	56%	306-310	88%
52-54	25%	168-171	57%	311-314	89%
55-58	26%	172-175	58%	315-319	90%
59-62 (2 mos.)	27%	176-178	59%	320-323	91%
63-65	28%	179-182 (6 mos.)	60%	324-328	92%
66-69	29%	183-187	61%	329-332	93%
70-73	30%	188-191	62%	333-337 (11 mos.)	94%
74-76	31%	192-196	63%	338-342	95%
77-80	32%	197-200	64%	343-346	96%
81-83	33%	201-205	65%	347-351	97%
84-87	34%	206-209	66%	352-355	98%
88-91 (3 mos.)	35%	210-214 (7 mos.)	67%	356-360	99%
92-94	36%	215-218	68%	361-365 (12 mos.)	100%



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## Florida Dividend Plan - 20

Prepared for: CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.

Policy Period: 12/12/2021-12/12/2022

Agency: GULFSHORE INSURANCE

Estimated Direct Premium: \$4,740

The Florida Dividend Plan 20 is offered to a limited group of Zenith Policyholders who conduct their business in a manner that demonstrates an exemplary commitment to the prevention of workplace injuries.

These policyholders are willing to work with their insurer to reduce their employees' exposure to hazardous conditions, to work with their insurer to manage the cost of claims, and to cooperate in all reasonable ways to establish and maintain a business relationship that will be profitable to both parties. To remain eligible for any declared dividend, in addition to requirements in the workers' compensation policy, the policy must be in force for a 12-month period and all premiums must be paid at the time of valuation.

The 20 Dividend is a 20% flat dividend and will be calculated approximately three months after expiration of the policy to coincide with your audit. The final audited premium must meet or exceed the \$1,000 minimum premium requirement in order to remain eligible for calculation.

The flat dividend is not dependent on losses and will be calculated on the Florida Final Audited Premium only for dividend determination.

**Timely payment of premiums is required for dividend eligibility. Payment of the dividend will be affected if an insured is issued a Notice of Cancellation as a result of non payment of premium in accordance with the following schedule: Three or more notices - Ineligible for dividend.**

**There is no recapture provision.**

**Acceptance of this proposal will include you in the Florida Dividend Plan 20. Zenith cannot guarantee the future payment of a dividend. Dividends are declared only at the option of the Board of Directors following policy expiration.**

We agree to defer payment of 20% of your estimated annual Florida premium until final premium audit. At final audit, we will recalculate premium based on audited exposures and all outstanding premium (including any deferral amounts) will be due and owing at that time.

Please note that we may cancel your workers compensation insurance policy pursuant to all rights and privileges we have under the policy and relevant rules and regulations. The aforementioned deferral of premium payment in no way waives or diminishes any of Zenith's rights or privileges. In addition, if you have 3 or more cancellation notices or you fail to comply with the final premium audit, you will not be eligible for a dividend and all deferral amounts will become immediately due and owing.

**Zenith cannot guarantee the payment of a dividend. Dividends are declared only at the option of Zenith's Board of Directors following policy expiration.** Finally, please note that if any dividend is declared, such dividend will be reduced by any deferral amount not yet paid.

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## PRIVACY NOTICE


Zenith values its relationship with you and your employees. We understand the importance of protecting nonpublic personal information that you or your employees may disclose to us. This Privacy Notice outlines our privacy practices concerning nonpublic personally identifiable information, not corporate information, about you, your employees or claimants under your workers' compensation insurance policies.

### Information We Collect

Zenith collects nonpublic personal information about you, your employees or claimants under your policy when it is necessary to conduct the business of insurance. Such information may include policyholder or claimant name, address, telephone number, social security number, date of birth, assets, medical information related to underwriting and claims, and insurance coverage information. We may receive this information from:

- You or your agent through the application or other forms which you may complete
- You or others through the process of handling a claim, such as an accident report
- Your business dealings with us and other companies, including information about previous claims or accidents
- Consumer reporting agency or insurance support organization or other third party. Reports we receive may be kept by that agency or organization and disclosed to others.

### Information We Disclose



We do not disclose nonpublic personal information about you, your employees or claimants under your insurance policy to anyone, except as required or permitted by law. The law permits us to disclose, in the course of our general business practices, information, as previously described, to (1) a third party to perform a business, professional or insurance function for us, (2) an insurance company, agent, or insurance support organization to detect or prevent fraud, criminal activity or misrepresentation in connection with an insurance transaction, (3) an insurance company, agent or insurance support organization to perform a function in connection with an insurance transaction involving you, (4) a medical care provider in order to verify coverage or benefits, (5) an insurance regulatory authority, or law enforcement or other governmental authority, to prevent or prosecute fraud, or if we believe that you have conducted illegal activities, (6) organizations conducting actuarial or research studies subject to appropriate confidentiality safeguards, and (7) our affiliated companies that provide services to you.

### Confidentiality and Security

We restrict access to nonpublic personal information about you, your employees, or claimants under your insurance policy to those Zenith employees who need to know such information in order to provide insurance products or services to you. We also maintain physical, electronic and procedural safeguards to protect your nonpublic personal information.

### Contacting Us

Please feel free to contact us if you have any questions or if you would like to learn more about our privacy practices. Submit your written inquiries to:

Compliance Officer  
Office of General Counsel  
Zenith Insurance Company  
21255 Califa Street  
Woodland Hills, CA 91367-5021  
Email: [corporatecompliance@thezenith.com](mailto:corporatecompliance@thezenith.com)

This Privacy Notice is applicable to and made on behalf of the following companies:

- 
- Zenith Insurance Company
  - ZNAT Insurance Company

February 2010

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# TheZenith<sup>®</sup>

A FAIRFAX Company

## Special Vendor Discount Offers Just for You

We've arranged special discounts with safety and risk control-related vendors just for you. Take advantage of the offers below to help reduce claims and keep your employees safer at work.



### **Banom: Cut-Resistant Gloves & Sleeves (banom.com)**

Banom offers cut-resistant gloves and sleeves that can help prevent serious laceration and puncture injuries when working with sharp materials. Get a **10%** discount and **free shipping** on high-quality cut-resistant gloves and sleeves from Banom. To claim this offer, visit [correctsafety.com](http://correctsafety.com), select Banom gloves and/or sleeves, and enter **ZEN10** at check out. Technical Assistance: contact Banom at [info@banom.com](mailto:info@banom.com) or 800-227-7694. Order-Related Assistance: contact Correct Safety at [info@correctsafety.com](mailto:info@correctsafety.com) or 904-238-1070



### **IntegrityFirst: Pre-Hire Screening (integrityfirsttests.com)**

To get great employees, you need to interview the right candidates. IntegrityFirst is an Equal Employment Opportunity Commission-compliant and non-discriminatory pre-hire survey that helps you identify and prevent high-risk job applicants from being further considered in the hiring process. Reduce workers' compensation claims, lessen employee turnover, decrease employee bullying, and more with IntegrityFirst. Save up to **50%** on IntegrityFirst pre-hire screening.

To claim this offer, contact any of the individuals listed below.

Sales Assistance: Luke Slabaugh, [lslabaugh@integrityfirsttests.com](mailto:lslabaugh@integrityfirsttests.com) or 602-332-5853

Sales Assistance: Mark Walker, [mwalker@merchantsinfo.com](mailto:mwalker@merchantsinfo.com) or 570-206-4026

Customer Service: Tami Mayhew, [tmayhew@merchantsinfo.com](mailto:tmayhew@merchantsinfo.com) or 503-430-8138



### **New Pig Grippy Mats: Adhesive-Backed Floor Safety Mats (newpig.com/grippy)**

New Pig Grippy Mats are adhesive-backed floor mats that can be cut to size to create complete coverage wherever it's needed. They're designed to prevent trip hazards that sometimes are created when using rugs. The mats are also absorbent and help reduce the likelihood of slipping on wet floors. Save **5% – 19%** on select products, plus an additional **10%** off your first order. To claim this offer, call 855-493-4647, or visit [newpig.com/grippy](http://newpig.com/grippy), select product(s), and enter **ZEN10** at check out.

Assistance: Luke Blattenberger, [lucasb@newpig.com](mailto:lucasb@newpig.com) or 814-686-2342

## **INVEST IN THE BEST**





**Shoes For Crews: Safety Footwear (shoesforcrews.com)**

Proper shoes can help prevent many potential workplace injuries and help you operate a safer workplace, which over time can lead to a lower ex mod and lower premium. Save up to **38%** on the retail price of quality slip, puncture, and crush resistant footwear from Shoes For Crews. To start saving, sign up for a corporate shoe program at shoesforcrews.com. Assistance: Paul McBride, paulm@shoesforcrews.com or 800-218-4770, ext. 5954



**SlipDoctors (slipdoctors.com/zenith)**

SlipDoctors helps businesses improve workplace safety with slip-resistant solutions for tile, stone, concrete, fiberglass, and most other walking and working surfaces. Their products are easy to apply and offer a low-cost solution that can help reduce hazards. Receive a **10%** discount and **free shipping\*** on their entire line of quality products, including coatings, treatments, adhesives, and sprays designed to help prevent falls. To take advantage of this special offer, visit slipdoctors.com/zenith, shop online, then enter promo code **ZEN10** at check out.

Assistance: SlipDoctors at orders@slipdoctors.com or 888-436-5404

\* Free ground shipping is only available within the 48 contiguous United States.

Discount may vary based on payment option or program selected. These offers are not available in CT, IN, MA, MN, ND, NY, OH, VA, VT, WA, WI, or WY at this time. While Zenith may arrange for third-party vendors to provide discounted goods and services, Zenith does not recommend, endorse, warrant, or guarantee the merchantability, fitness, value, or quality of any product or service offered or provided by these vendors. All products and services are directly contracted with the vendor.

Visit TheZenith.com<sup>®</sup> and log in to Zenith Solution Center<sup>®</sup> for more resources or call us at 800-440-5020.

**To access Zenith Solution Center:** Visit TheZenith.com<sup>®</sup> and log in. **To sign up for Zenith Solution Center:**

1. Visit TheZenith.com
2. Scroll down to Zenith Solution Center on TheZenith.com homepage
3. Click Learn More and Sign Up



Pa

# 3792 on 12/1/2021

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY



INFORMATION PAGE

ZENITH INSURANCE COMPANY  
NCCI CARRIER CODE NO. - 13145

POLICY NUMBER  
Z134660705

1. **INSURED**  
CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
100 N COLLIER BLVD  
MARCO ISLAND FL 34145-3714

stp  
PRIOR POLICY NUMBER  
Z134660704

Policy Type      SPECIALTY MARKETS  
Entity            Non-Profit Organization  
FEIN              65-0135999

MAILING ADDRESS  
100 N COLLIER BLVD  
MARCO ISLAND FL 34145-3714

DIRECT BILL

OTHER WORKPLACES NOT SHOWN ABOVE: None

- 2. The policy period is from: 12/12/21 12:01 a.m. to 12/12/22 12:01 a.m. standard time at the insured's mailing address.
- 3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:  
FL

B. Employers Liability Insurance: Part Two of the Policy applies to work in each state listed in item 3A.  
The limits of our Liability under Part Two are:

Bodily Injury by Accident	\$	500,000	Each Accident
Bodily Injury by Disease	\$	500,000	Policy Limit
Bodily Injury by Disease	\$	500,000	Each Employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
All states except states listed in item 3A and North Dakota, Ohio, Washington, Wyoming.

D. This policy includes these endorsements and schedules: See Extension of Information Page.

- 4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plan.  
All information required below is subject to verification and change by audit. See Extension of Information Page.

Total Estimated Premium	\$4,740
Expense Constant	\$160
Florida Workers Compensation Insurance	
Guaranty Association Surcharge	\$0
Total Cost	\$4,740
Minimum Premium	\$616

For Policy Information Call:

PRODUCER

GULFSHORE INSURANCE  
4100 Goodlette Road  
Naples, FL 34103  
(239) 261-3646 020-094110A 120

Countersigned by:  
Date:

*Kandha Gundy*  
Authorized Representative

SERVICING OFFICE

1390 Main Street, Sarasota, FL 34236-5687, Ph: (800) 226-2324

WC-00-00-01A

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**TheZenith**



EXTENSION OF INFORMATION PAGE  
ITEM 1 ADDITIONAL NAMED INSURED

POLICY NUMBER  
Z134660705

ADDITIONAL NAMED INSURED	FEIN	ENTITY TYPE	STREET ADDRESS	CITY	STATE	ZIP
CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.	65-0135999	NON-PROFIT ORGANIZATION	100 N COLLIER BLVD	MARCO ISLAND	FL	34145



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY



EXTENSION OF INFORMATION PAGE  
ITEM 4 SCHEDULE OF PREMIUM

NAMED AND ADDRESS OF INSURED  
CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
100 N COLLIER BLVD  
MARCO ISLAND FL 34145-3714

POLICY NUMBER  
Z134660705

Class	Description	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
<b>STATE COVERAGE</b>				
12/12/2021 - 12/12/2022				
9012-1	CONDOMINIUMS COOPERATIVES OR TIME SHARES	117,877	0.93	1,096
9015-1	CONDOMINIUMS, COOPERATIVES OR TIMESHARES	102,175	3.81	3,893

PREMIUM CALCULATION DETAILS

Code No.	Premium Adjustments	Limits/Amount	Perc	Premium
12/12/2021 to 12/12/2022				
	STATE MANUAL PREMIUM			4,989
	EMPLOYERS LIABILITY LIMITS	500,000/500,000/500,000	1.10%	55
	BALANCE TO MINIMUM EMPLOYERS LIABILITY			20
	MODIFIED PREMIUM		90.00%	-506
	EXPENSE CONSTANT			160
	TERRORISM	220,052		22
	<b>Sub-Total</b>			<b>4,740</b>
<b>TOTAL ESTIMATED PREMIUM</b>				<b>4,740</b>
<b>State Charges 12/12/21 to 12/12/22</b>				
	Florida Workers Compensation Insurance Guaranty Association Surcharge			0
	<b>Total Cost</b>			<b>4,740</b>



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**FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT**

This policy requires you to release certain employment and wage information maintained by the State of Florida pursuant to federal and state unemployment compensations laws except to the extent prohibited or limited under federal law. By entering into this policy, you consent to the release of the information.

We will safeguard the information and maintain its confidentiality. We will limit use of the information to verifying compliance with the terms of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/12/2021  
Insured CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
Policy No. Z134660705 FSMG  
Policy Period 12/12/2021 To 12/12/2022  
Issued On 10/13/2021

ZENITH INSURANCE COMPANY - 13145

*Kandice Gandy*  
PRESIDENT

At Sarasota, FL

Endorsement No. 2

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**FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Florida is shown in Item 3.A. of the Information Page.

This endorsement adds the following provisions to Part Five-Premium, G. Audit, of the policy:

We are required to complete the premium audit process no later than 90 days after policy termination. If you fail to return voluntary audit requests or refuse to cooperate in completing a final physical audit, you must pay a premium to us not to exceed three times the most recent estimated annual premium on this policy subject to the following conditions:

1. We make two good faith efforts to obtain the voluntary audit report or complete the physical audit.
2. We document the audit file regarding the above attempts to obtain the required audit information.
3. After the two good faith attempts to obtain records, we send a letter by certified mail to you advising you of the specific records that are required and the premium that will be charged if you continue to refuse access to the records.

If you do not provide all of the specific records required and if we satisfy the conditions above on or before 90 days from the date of policy termination, we may continue to try and conduct the audit and/or re-open the audit for up to three years from the date of policy termination. Alternatively, we may immediately bill you a premium not to exceed three times the most recent estimated annual premium on this policy. If you provide all of the specific records required to complete the premium audit process within the three year period, we will determine your final premium in accordance with Part Five-Premium, E. Final Premium of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/12/2021  
Insured CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
Policy No. Z134660705 FSMG  
Policy Period 12/12/2021 To 12/12/2022  
Issued On 10/13/2021

ZENITH INSURANCE COMPANY - 13145

  
PRESIDENT

At Sarasota, FL

WC-09-04-07  
(Ed. 07-13)

Endorsement No. 3

**Insured Copy**



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## FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

### Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

1. "Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.
2. "Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:
  - a. The act is an act of terrorism.
  - b. The act is violent or dangerous to human life, property, or infrastructure.
  - c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
  - d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.
4. "Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

### Limitation of Liability

The Act may limit our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we may not be liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we may only have to pay a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

### Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

**FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT  
ENDORSEMENT (CONT)**

- 2. Notwithstanding item 1 above, the United States Government may not have to make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
- 3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

Schedule  
Rate per \$100 of Remuneration  
 \$0.01

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/12/2021  
 Insured CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
 Policy No. Z134660705 FSMG  
 Policy Period 12/12/2021 To 12/12/2022  
 Issued On 10/13/2021

ZENITH INSURANCE COMPANY - 13145

*Kandua Gray*  
 PRESIDENT

At Sarasota, FL

WC-09-04-03C  
(Ed. 01-21)

Endorsement No. 4

**Insured Copy**





**90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP  
ENDORSEMENT**

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/12/2021  
Insured CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
Policy No. Z134660705 FSMG  
Policy Period 12/12/2021 To 12/12/2022  
Issued On 10/13/2021

ZENITH INSURANCE COMPANY - 13145

*Kandua Gray*  
PRESIDENT

At Sarasota, FL

Endorsement No.6

WC-00-04-14A  
(Ed. 01-19)

**Insured Copy**

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**FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

C. Exclusion 5, Section C. of Part Two of the policy, is replaced by following:

This insurance does not cover

- 5. bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, or other tortious conduct, such that you lose your immunity from civil liability under the workers compensation laws.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/12/2021  
 Insured CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
 Policy No. Z134660705 FSMG  
 Policy Period 12/12/2021 To 12/12/2022  
 Issued On 10/13/2021

ZENITH INSURANCE COMPANY - 13145

*Kandua Q...*  
 PRESIDENT

At Sarasota, FL

Endorsement No. 5

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**FLORIDA WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION  
SURCHARGE ENDORSEMENT**

This endorsement applies because Florida is shown in Item 3.A. of the Information Page.

Part Five—Premium, Section D. (Premium Payments) of the policy is revised by adding the following:

Florida statutes establish the Florida Workers' Compensation Insurance Guaranty Association Act.

On behalf of the Florida Workers' Compensation Insurance Guaranty Association (Association) we are required to bill and collect a surcharge for all workers compensation and employers liability insurance policies as prescribed by order of the Florida Office of Insurance Regulation.

The Association will use the funds collected through the surcharge to:

1. Pay for covered claims
2. Pay for reasonable costs to administer these covered claims
3. Avoid excessive delay in payment and to avoid financial loss to claimants because of the insolvency of a carrier

Part Six—Conditions of the policy is revised by adding the following:

**F. Florida Workers' Compensation Insurance Guaranty Association Surcharge**

Failure to pay the Florida Workers' Compensation Insurance Guaranty Association surcharge will result in this policy being subject to pro rata cancellation in accordance with Part Six—Conditions, Section D. (Cancelation).

**Schedule**

Surcharge rate 0%

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/12/2021  
Insured CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
Policy No. Z134660705 FSMG  
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ZENITH INSURANCE COMPANY - 13145

  
PRESIDENT

At Sarasota, FL

Endorsement No. 8

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**SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE  
ENDORSEMENT**

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration of such persons.

<u>Persons</u>	Schedule	<u>State</u>
Sole Proprietor:		
Partners:		
Officers:		
Others:		

CURRENT BOARD MEMBERS AND CURRENT MEMBERS OF THE ASSOCIATION WHILE IN THE COURSE OF A VOLUNTEER ACTIVITY DIRECTLY BENEFITING THE BUSINESS OF THE NAMED INSURED, AND WHO WERE AUTHORIZED BY A CURRENT BOARD MEMBER OR THE ASSOCIATION'S PROPERTY MANAGEMENT COMPANY.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/12/2021  
Insured CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
Policy No. Z134660705 FSMG  
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Issued On 10/13/2021

ZENITH INSURANCE COMPANY - 13145

*Kandice Perry*  
PRESIDENT

At Sarasota, FL

WC-00-03-10  
(Ed. 04-84)

Endorsement No. 7

**Insured Copy**

Insured Copy





**FLORIDA STIPULATION TO VENUE**

In the event litigation becomes necessary in regard to the collection of premium or in regard to any other dispute that may arise under this policy, the parties stipulate that either Sarasota County, Florida or Orange County, Florida, will be the venue for the legal action. The parties further stipulate that if supplemental proceedings are required subsequent to judgement, the president and secretary of a corporate insured, or all parties of a partnership insured, or the individual in the event of an individual insured, shall submit to the supplemental proceedings in either Sarasota County, Florida or Orange County, Florida at the sole discretion of Zenith Insurance Company. This stipulation does not apply to workers compensation claims matters filed by individual claimants for benefits which will be governed by state statute, regulation, rules and administrative procedures applicable thereto.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/12/2021  
Insured CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
Policy No. Z134660705 FSMG  
Policy Period 12/12/2021 To 12/12/2022  
Issued On 10/13/2021

ZENITH INSURANCE COMPANY - 13145

  
PRESIDENT

At Sarasota, FL

Endorsement No. 10

WC-99-09-19  
(Ed. 06-01)

**Insured Copy**

Insured Copy



**PARTICIPATING ENDORSEMENT**

The insured shall participate in the earnings of Zenith Insurance Company to the extent and upon the conditions determined by the Board of Directors of the Company in accordance with the law and made applicable to the policy, provided that no dividend shall be payable thereunder unless the insured has complied with the terms of the Policy and National Council of Compensation Rules and Regulations in respect to the payment of premiums. The payment of the amount of the dividend is not guaranteed. All dividends must be approved by the Board of Directors of the Company.

This provision, effective as of 12/12/2021, forms a part of the Workers' Compensation Policy issued to:

CRESCENT BEACH CONDOMINIUM  
ASSOCIATION.,INC.  
Name of Insured \_\_\_\_\_

and identified as: Z134660705  
Policy Number \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/12/2021  
Insured CRESCENT BEACH CONDOMINIUM ASSOCIATION.,INC.  
Policy No. Z134660705 FSMG  
Policy Period 12/12/2021 To 12/12/2022  
Issued On 10/13/2021

ZENITH INSURANCE COMPANY - 13145

*Kandua Gundy*  
PRESIDENT

At Sarasota, FL

Endorsement No. 9

Insured Copy





EXTENSION OF INFORMATION PAGE

ITEM 3D ENDORSEMENTS AND SCHEDULES

POLICY NUMBER  
Z134660705

It is hereby understood and agreed that the following forms and endorsements are attached to and are a part of this policy:

Form Number	Endorsement Number	Name
WC-00-00-01A	1	POLICY INFORMATION PAGE
WC-09-06-06	2	FLORIDA EMPLOYMENT AND WAGE INFORMATION RELEASE ENDORSEMENT
WC-09-04-07	3	FLORIDA NON-COOPERATION WITH PREMIUM AUDIT ENDORSEMENT
WC-09-04-03C	4	FLORIDA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT
WC-09-03-03	5	FLORIDA EMPLOYERS LIABILITY COVERAGE ENDORSEMENT
WC-00-04-14A	6	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC-00-03-10	7	SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT
WC-09-06-07A	8	FLORIDA WORKERS COMPENSATION INSURANCE GUARANTY ASSOCIATION SURCHARGE ENDT
WC-99-01-01	9	PARTICIPATING ENDORSEMENT
WC-99-09-19	10	FLORIDA STIPULATION TO VENUE

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